# **IN THE UNITED STATES DISTRICT COURT**

# **FOR THE DISTRICT OF MARYLAND**

Pacesetter Homes, Inc.,	* Civil Number 1:20-cv-02478-GLR
Plaintiff,	*
V.	*
GBL Customer Home Design, Inc., et al.,	*
Defendants.	*
GBL Customer Home Design, Inc.,	*
Third-Party Plaintiff,	*
٧.	*
Charles R. Hoffman,	*
Third-Party Defendant.	*
Garceau Reality, Inc.,	*
Cross-Claim Plaintiff,	*
V.	*
CRH Contracting, Inc.,	*
Cross-Claim Defendant.	*
GBL Custom Home Design, Inc.,	*
Cross-Claim Plaintiff,	*
V.	*
CRH Contracting, Inc.,	*
Cross-Claim Defendant.	*

# STIPULATED MOTION TO EXTEND TIME LIMITATION IN COURT SETTLEMENT ORDER (LOCAL RULE 111)

The Court Settlement Order of 22 December 2021 in the above action provided a 30 day time limitation for a party to reopen this action for good cause if a Settlement Agreement was not consummated.

The Parties, by their respective undersigned Attorneys, hereby request a two (2) week extension of time through and including February 4, 2022 to finalize and consummate the Settlement Agreement.

The reason that this extension of time is necessitated is that there are four Parties in this action who are represented by three Law Firms. Due to the Claims and Counter Claims introduced into the action, numerous drafts of a proposed the Settlement Agreement have been diligently worked upon and circulated amongst the undersigned Attorneys. It is now believed that a consensus Settlement Agreement, addressing all substantive issues, has successfully been reached. A final Draft Agreement is being prepared and circulated to the respective Attorneys for their final approval. Subsequent to the final Attorneys' approval, the Settlement Agreement must be transmitted to the individual Parties by their respective Attorneys for approval by the parties and execution by the parties.

It is believed that with this extension of time being given, that a finalized Settlement Agreement will be consummated.

It is respectfully requested that this Motion for extension of time be granted.

# Respectfully Submitted,

#### /s/ Morton J. Rosenberg

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Counsel for Defendant Garceau

# **CERTIFICATE OF SERVICE**

I certify that this 21 January 2022, a true and correct copy of this Stipulation was filed and served on all counsel of record appearing in this case via the Court's CM/ECF system.

/s/Morton J. Rosenberg MORTON J. ROSENBERG